

CHRIS LAHATTE

LLB M Mgt (Dip Res) FAMINZ (Med/Arb) FCI Arb

Barrister

Construction Adjudicator

Mediator

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Friday, June 22, 2018

Letter of Engagement

Thank you for contacting me. I am pleased to act for you in this matter. I **enclose** some material which sets out:

- a Information for clients which lawyers are required by the Rules of Conduct and Client Care for Lawyers to provide; and,
- b My standard terms of engagement.

SERVICES TO BE PROVIDED

The following is a summary of the legal services I expect to be providing to you:

Here describe the scope of services

In this case I am instructed by (instructing solicitor if necessary)

FEES

The basis on which my fees will be calculated is based (basis for fees to be agreed)

RESPONSIBILITY FOR SERVICES

Chris LaHatte

Barrister

LIMITATIONS ON OUR OBLIGATIONS OR LIABILITY

When I take instructions from you, I expect that you will disclose all facts material to the instruction. Although you may consider some things do not help your problem, none the less I cannot properly advise you unless I have full disclosure. My engagement is therefore dependent on your full disclosure of all material information. If therefore the result we achieve is affected by failure to disclose, then I am not liable for any such result.

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If the information in this letter and the accompanying material is acceptable, please sign the attached copy of this letter where indicated and return it to me. If you orally advise your acceptance or instruct me to proceed, you will in any event be bound by these terms.

I look forward to working with you on this matter.

Yours faithfully

J C LaHatte

Chris LaHatte

TO: Chris LaHatte Barrister **Wellington**

The above terms are accepted and you are requested to act in this matter.

Signature

Date

STANDARD TERMS OF ENGAGEMENT

These Standard Terms of Engagement (“Terms”) apply in respect of all work carried out by me for you, except to the extent that I otherwise agree with you in writing.

1 Services

1.1 The services I am to provide for you are outlined in my engagement letter.

2 Financial

2.1 Fees:

The fees I will charge will be based on an arranged basis as set out above.

3 Confidentiality

3.1 I will hold in confidence all information concerning you or your affairs that I acquire during the course of acting for you. I will not disclose any of this information to any other person except:

- a to the extent necessary or desirable to enable us to carry out your instructions; or
- b to the extent required by law or by the Law Society’s Rules of Conduct and Client Care for Lawyers.

3.2 I will not disclose to you confidential information which we have in relation to any other client.

4 Termination

4.1 You may terminate my retainer at any time.

4.2 I may terminate our retainer in any of the circumstances set out in the Law Society's Rules of Conduct and Client Care for Lawyers

4.3 If my retainer is terminated you must pay me all fees due up to the date of termination and all expenses incurred up to that date.

5 Retention of files and documents

5.1 You authorise me (without further reference to you) to destroy all files and documents for this matter 7 years after my engagement ends, or earlier if I have converted those files and documents to an electronic format.

6 Conflicts of Interest

6.1 I have procedures in place to identify and respond to conflicts of interest. If a conflict of interest arises I will advise you of this and follow the requirements and procedures set out in the Law Society's Rules of Conduct and Client Care for Lawyers.

7 Duty of Care

7.1 My duty of care is to you and not to any other person. Before any other person may rely on my advice, I must expressly agree to this.

8 Professional Indemnity Insurance

8.1 I do hold professional indemnity insurance.

9 General

9.1 These Terms apply to any current engagement and also to any future engagement, whether or not I send you another copy of them.

9.2 I am entitled to change these Terms from time to time, in which case we will send you amended Terms.

- 9.3 My relationship with you is governed by New Zealand law and New Zealand courts have non-exclusive jurisdiction.
- 9.4 This is the entire contract between us

Sincerely,

Chris LaHatte

Chris LaHatte